STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

AMENDMENT NO. 4 TO AGREEMENT FOR APPLICATION SERVICES

THIS AMENDMENT NO. 4 ("Amendment 4"), is made and entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and CaseWorthy, Inc., ("Licensor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties previously executed and accepted that certain Agreement for Application Services on February 4, 2014, which was subsequently amended by Amendment No. 1 and Amendment No. 2 on October 13, 2015, and Amendment No. 3 on or about November 10, 2015, (hereinafter collectively referred to as "Agreement"), attached hereto as Attachment A and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to add services related to the Fort Bend County Collaborative Information System, attached as Attachment B:

NOW, THEREFORE, the parties do mutually agree as follows:

- 1. Licensor shall provide additional services as described in Attachment B, Statement of Work which shall include the addition of three (3) new users.
- 2. The Maximum Compensation for the performance of additional services described in Attachment B shall be thirty-six thousand eight hundred twenty-eight dollars and no/100 (\$36,828.00). In no case shall the amount paid under this Amendment 4 exceed the Maximum Compensation without an approved amendment.
- 3. Licensor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that Licensee shall have available the total maximum sum of thirty-six thousand eight hundred twenty-eight dollars and no/100 (\$36,828.00), specifically allocated to fully discharge any and all liabilities Licensee may incur.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

Execution Page Follows

IN WITNESS WHEREOF, the parties put below.	their hands to this Amendment on the da	tes indicated		
LICENSEE: FORT BEND COUNTY	LICENSOR: CASEWORTHY, INC.			
Robert E. Hebert, County Judge	Scott T. Argeris, President			
Date	Date			
ATTEST:				
Laura Richard, County Clerk				
Reviewed by:				
Anna Gonzales Director Fort Bend County Social Services	S			
Reviewed by:				
Ray Webb Director Fort Bend County Information To	echnologies			
AUD	ITOR'S CERTIFICATE			
I hereby certify that funds are a accomplish and pay the obligation of F		to		
Robert Edward Sturdivant, County Auditor				

hna i:\agreements\2017 agreements\purchasing\caseworthy\caseworthy amendment 4.docx

ATTACHMENT A

(Application Services Agreement Executed 02/04/2014)-Original on File with FBC County Clerk

ATTACHMENT B



Initials	
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EXHIBIT B: Statement of Work (SOW) for Amendment Four- FORT BEND COUNTY SOCIAL SERVICES- TOTAL 16 USERS

STATEMENT OF WORK

0/18/2017

Fort Bend County Department of Social Services 4520 Reading Road, Suite 900-A Rosenberg, TX 77471

Introduction

This Scope of Work sets the price for Years Four, Five and Six of the existing Agreement between Fort Bend County and Caseworthy, Inc. In addition, the Amendment adds 3 additional users for a total of 16 total users allocated to FBC Social Services Department.

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- 1.0 Preamble
- 2.0 Price and Payment
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PREAMBLE

This Statement of Work accompanies an existing Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

2.0 Price and Payment (with 4% annual increases)

February 1, 2017 – February 1, 2020 Annual Contract period

2017/18 Annual Maintenance and user License	\$10,267.92
Additional three users	<u>\$1,530.00</u>
Total Due February 1 2017	\$11,797.92
2018/19 Annual Maintenance and user License 16 users/annually	\$12,269.83



In	itia	IS	

2019/20 Annual Maintenance and user License 16 users annually allocated to Social Services

\$12,760.62

3.0 Invoices

Services will be invoiced according to the following payment schedule:

Amount Due

1. Initial payment in full February 1, 2017

\$11,797.92

4.0 Payment

Payment is due thirty (30) days after receipt of invoice by Licensee. Licensee may withhold payment in accordance with Section 3 of the Agreement. Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1 01 1
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.		Certificate Number: 2017-167929			
	CaseWorthy, Inc			2017	-107323	
	Salt Lake City, UT United States			Date	Filed:	
2	-			02/16/2017		
	Fort Bend County			Date Acknowledged:		
3	Provide the identification number used by the governmen description of the services, goods, or other property to be	tal enti	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a
	23339					
	Application Services Agreement Social Services					
4					Nature of interest	
	Name of Interested Party		City, State, Country (place of busines		,	
_					Controlling	Intermediary
				-		
5	Check only if there is NO Interested Party.					
6	AFFIDAVIT I sw	ear, or	affirm, under penalty of periury that the	ahove	disclosure is true	and correct
	JARED V DROLLETTE Notary Public - State of Utah Comm. No. 689895 My Commission Expires on Jul 12, 2020 AFFIX NOTARY STAMP / SEAL ABOVE					
	Sworn to and subscribed before me, by the said Scott T Argeris, this the 1714 day of 2017, to certify which, witness my hand and seal of office.					Cp.
a	Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath					